

INVITATION FOR BIDS

Issue Date: April 30, 2007 **IFB # 301-07-010**

Title: Cotton Boll Weevil Monitoring Program

Commodity Code: 94549

Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services - Office of Plant and Pest Services
Purchasing Office
P. O. Box 1163
Richmond, Virginia 23218

Using Agency And/Or Location Where Work Will Be Performed: Eastern Virginia

Period Of Contract: July 2007 to November 2007.

Sealed Bids Will Be Received Until: 2:00 p.m. on Wednesday, May 30, 2007 For Furnishing the Services Described Herein and Then Opened in Public.

All Inquiries For Technical Information Should Be Directed To: Charles H. Hood, Cotton Trapping Coordinator, Telephone (757) 562-6637. Questions Related to Bid Submission and/or Terms and Conditions of the Invitation For Bids Should Be Directed To: Wendell E. Powell, VCO, Senior Procurement Officer, Telephone: (804) 786-8738 or e-mail, Wendell.powell@vdacs.virginia.gov

A copy of this solicitation is downloadable from the VDACS website, www.vdacs.virginia.gov. Under Special Programs and quick links click on Procurement Opportunities for the Procurement Office page plus additional information on the Commonwealth's electronic/internet based procurement system, eVA.

IF BIDS ARE MAILED: SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

IF BIDS ARE HAND DELIVERED, DELIVER TO: VDACS PROCUREMENT OFFICE
102 GOVERNOR STREET
OLIVER HILL BUILDING
RICHMOND, VA 23219

It is the Bidder's full responsibility to ensure the bid is received by the agency on or before the date and time required. Late or unsealed bids will not be accepted.

In Compliance With This Invitation For Bids and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Furnish the Services At the Price(s) Indicated in Section VII, Pricing Schedule.

Name & Address Of Firm: _____ Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

E-Mail: _____ Telephone: _____

FEI/FIN/SSN NO: _____ Fax: _____

PRE-BID CONFERENCE: A Mandatory pre-bid conference has been scheduled for Thursday, May 17, 2007 at 1:00 pm at the Regional Workforce Development Center located on the Franklin Campus of the Paul D. Camp Community College. Bids will be accepted only from those bidders in attendance at this pre-bid meeting. **NO ONE WILL BE ADMITTED AFTER 1:00 PM.**

eVA Vendor Registration: See Section IV, Paragraph X on page 16 for additional information.

RETURN OF THIS PAGE IS REQUIRED

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I. PURPOSE: The intent and purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a fixed unit price contract with one or more qualified firms or individuals for trap placement and monitoring for the 2007 trapping season for Virginia's Cotton Boll Weevil Trapping Program. This program will be on behalf and in cooperation with the Southeastern Boll Weevil Eradication Foundation, Inc. (Foundation, Inc.), the Virginia Boll Weevil Eradication Foundation, Inc. (VBWEF), the Virginia Department of Agriculture and Consumer Services (VDACS-an agency of the Commonwealth of Virginia), and the Farm Service Agency (FSA).

II. SCOPE OF WORK: The Contractor shall furnish all labor, supervision, transportation, and maps, as necessary, to place, service, and remove boll weevil traps in designated areas of Virginia.

A. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall:

1. Purchase all maps needed for the assigned contract area at the Contractor's expense and furnish one complete set of maps showing the cotton fields to the appropriate VDACS Regional Supervisor before the start of the second cycle.
2. Submit survey data upon request to the Foundation, Inc. or to VDACS.
3. Report suspect or positive boll weevils by telephone on the day found or immediately on the next working day. All suspect weevils must be submitted for confirmation to a location specified by the Cotton Trapping Coordinator.
4. Provide adequate supervision and direction to employees, agents, and subcontractors.
5. Accept responsibility for maintaining and distributing Foundation, Inc. supplies and materials in a manner that minimizes loss and waste.
- 6.. Advise the Foundation, Inc. or VDACS of any fields which were reported to be planted and were either not planted or destroyed. Assist with the location and mapping of fields which were unreported.
7. Obtain information from FSA regarding fields and acreage planted in cotton and provide maps of cotton fields to the Foundation, Inc. or to VDACS.
8. Meet as needed with VDACS personnel for transference of data and supplies, and immediately address all quality control issues in contract area.
9. Address any property owner complaints as instructed by VDACS.
10. Keep VDACS informed of trapping program status.

11. Observe caution and safety when operating vehicles along roadways and fields and instruct employees/trappers to do the same.
12. Comply with all federal and state regulations relating to the use of and exposure to hazardous chemicals.

B. THE SOUTHEASTERN BOLL WEEVIL ERADICATION FOUNDATION, INC. AND VDACS' RESPONSIBILITIES: The Foundation, Inc. and VDACS will:

1. Furnish traps, stakes, pheromone dispensers, identification signs, flashing amber lights and report forms, as needed, for the performance of the contract.
2. Assume responsibility for any treatments or other activity required to react to a boll weevil capture.
3. Identify the representative who will periodically evaluate trap placement and service schedule, and notify the Contractor of the results of these quality control evaluations.
4. Conduct a training session for all Contractor trapping personnel to review uniform standards of trap placement and monitoring.

C. RATE OF TRAPPING: Every field shall have a minimum of one (1) trap per field. A minimum trapping rate of one (1) trap per sixty (60) acres is required, thereafter the minimum number of traps placed on each field or aggregate field is required as follows:

0.1 – 60.0 acres	1 trap
60.1 – 120.0 acres	2 traps
120.1 – 180.0 acres	3 traps

Additional traps may be required for unusual field configuration, aggregations of fields, or other circumstances where supplemental trap exposure is judged necessary.

D. SERVICING TRAPS:

1. Traps must be serviced every three (3) weeks except during Cycle 2. Cycle 2 servicing of traps must occur 20 to 42 days following the initial placement of the traps in Cycle 1. Cycle 2 servicing cannot begin before August 27, 2007 and must be completed by midnight on September 16, 2007. Beginning with Cycle 3, the trapping schedule must be maintained such that servicing shall occur 20 to 22 days from the previous servicing date. For example: If a trap was serviced in Cycle 2 on August 29th, the Cycle 3 service date shall occur on September 18th, 19th, or 20th. See Attachment B for Trap Cycle Completion Dates.

2. At each servicing, a fresh pheromone dispenser shall be placed in the trap. Dispensers must be left in the trap for six (6) weeks. On the second and subsequent servicing rounds, the older dispenser must be removed from the trap. Dispensers must be marked with cycle number for identification. Dispensers must be taken from the field for disposal. Do not throw the dispensers on the ground.
3. Each trap must be dated when serviced with an acceptable indelible marker. Traps that have been dated with marks that have washed off will be considered as traps that have not been checked.
4. Traps shall be examined and determined to be functional. Non-functional, inoperable, or missing trap components shall be replaced immediately. A functional trap shall meet the following requirements:
 - a. All components are present and correctly assembled.
 - b. There is no distortion in the screen permitting any space between the screen and the cylinder.
 - c. The entry hole at the top of the screen is open and without distortion.
 - d. A pest strip and pheromone lure is in place inside the cylinder of the trap.
 - e. The screen and cylinder are clean and free of mud or other foreign matter.
 - f. Properly mounted on a stake.
5. A CBW Trapping Report must be completed and maintained as directed in the Cotton Boll Weevil Trapping Guidelines (Guidelines).

E. TRAP PLACEMENT:

1. Traps must be in place by midnight August 26, 2007. Setting of these traps must not begin before July 23, 2007.
2. Traps shall be placed at prime locations and spaced to permit the highest degree of exposure to all portions of the field. Traps must be evenly distributed, staggered and shall not be placed at the corners of fields. After sites are selected, the trap shall be set where least likely to be disturbed by farm or road equipment.
3. Traps must be kept free from visual and structural interference, such as tall vegetation, vines or poles. Trap area must be cleaned to allow good visibility of the trap. If this can't be accomplished, the trap must be moved to a more suitable location and the VDACS representative notified to see if the grower will clean field borders.
4. Several small fields may be aggregated under one field number and treated as

a single field. Traps placed on common borders; ie, fences, ditches, roads, paths, etc. shall be permitted provided that the traps are exposed on all sides and staggered. Refer to Section V, D. for a complete definition of an aggregated field.

5. Trap site selection must not be based solely on accessibility for servicing. Traps must be distributed evenly along sunny borders of fields. Traps shall not be placed on shaded, wooded sides of fields if sufficient coverage can be obtained along open sides of fields. If fields are divided by a road or ditch, traps must not be placed across from each other on either side of the road or ditch.
6. Cotton Boll Weevil Trapping Guidelines (Guidelines) will be distributed and discussed in detail at the Contractor's training session in June. Contract trappers must follow the instructions in the Guidelines concerning trap placement and monitoring, site selection, and field aggregation. **If there is a question of interpretation, the VDACS Cotton Trapping Coordinator will make the final determination.**

F. ACCESSIBILITY OF COTTON FIELDS: Cotton producers will be informed that fields must be made accessible for Cotton Boll Weevil trapping. If access to a cotton field is blocked because of a locked gate or cable, the Contractor shall contact the operator of the farm and request that the field be made accessible. **If this fails, the Contractor must contact the Cotton Trapping Coordinator and report the inability to gain access to a field.** The Cotton Trapping Coordinator will then contact the grower and gain compliance. If a cotton farmer provides a key to the Contractor for access to locked gates, the Contractor assumes responsibility for this key and must return the key to the grower at the end of the trapping season.

G. TRAPPER IDENTIFICATION:

1. So that Contractors are easily identified, Contractors must display a Virginia Boll Weevil Eradication Foundation sign on their vehicle whenever placing, servicing or removing traps. This magnetic sign must be attached to the driver's side of their vehicle at all times during the course of each day's work. Upon exiting the last field of the day, Contractors must remove this sign from their vehicle. If this sign is damaged, the Contractor must notify VDACS immediately. This sign will be provided to the Contractors by the Foundation, Inc. and must be returned at the end of the contract period. Contractors not returning signs will be charged \$37.50 per sign. This amount will be deducted from their Cycle 5 check.
2. Contractors must display a flashing amber light on the roof of their vehicle whenever they are placing, servicing or removing traps. This light must be on and properly functioning any time the Contractor is in a field. Upon exiting the last field of the day, Contractors must remove the flashing amber light and store it inside their vehicle. If a light is damaged and becomes

inoperable, the Contractor must notify VDACS immediately. This light will be provided to the Contractors by the Foundation, Inc. and must be returned at the end of the contract period. Contractors not returning lights will be charged \$25.00 per light. This amount will be deducted from their Cycle 5 check.

- H. TRAP NUMBERING:** Each trap must be marked with a unit and field number. Traps within a field must be identified by letter and number (See Attachment C). Specific numbering instructions will be covered in the Guidelines.
- I. TRAP REMOVAL:** Removal of traps shall begin on October 29, 2007 and end by November 18, 2007. These cycles may lengthen or shorten due to seasonal conditions. Traps shall be removed when stalks are disked/plowed and this acreage deleted from invoices for the remainder of the season.
- J. BOLL WEEVIL DETECTION ACTION:** In the event a native boll weevil is caught, the number of traps and servicing will increase. The Foundation, Inc. and VDACS will, at their discretion, negotiate with the Contractor for payment for additional services or remove field(s) from contract.
- K. TRAP STORAGE AND HANDLING:** Traps and trap parts must be stored in a secure area protected from weather or any other elements which may deteriorate the traps, trap parts, or containers. Pheromone dispensers must be kept refrigerated in sealed containers. Contractors should not carry more dispensers to the field than will be needed for each day.

Contractors can use the following information to determine the amount of storage space needed for storing their trapping supplies.

Traps:

Average total number of traps needed = total acres ÷ 6
162 traps are packed in 2 cases measuring 22" x 19" x 13" each

Lures:

Must be kept refrigerated until day of use!!

4 lures needed per trap
2,500 lures per 8" x 10" x 1" bag
100 bags per carton

Stakes:

1 per trap - 5 feet long

- L. ORIENTATION OR TRAINING:** All Contractors and their employees/trappers shall attend a training session conducted by VDACS personnel prior to June 27. **Anyone trapping and/or filling out reports must attend this training.** Cotton Boll Weevil Trapping Guidelines (Guidelines) will be distributed and discussed in detail at

the training session. The Guidelines will provide detailed instructions concerning trap placement and monitoring, site selection, and field aggregation.

III. PRE-BID CONFERENCE: A mandatory prebid conference will be held on May 17, 2007 at 1:00 pm at the Regional Workforce Development Center at the Franklin Campus of Paul D. Camp Community College. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the specifications and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at the prebid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:00 pm. See Attachment G for directions.

IV. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate

accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.
(*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs**
1. Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30

days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month

(unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the

Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase

order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the

eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification.

V. SPECIAL TERMS AND CONDITIONS

A. **BIDDER RESTRICTIONS:** Bidders may bid on more than one bid unit only if they have been awarded a previous Virginia cotton boll weevil trapping contract and completed the contract to the satisfaction of VDACS or if they have had previous satisfactory work experience as a cotton boll weevil trapper in another state's cotton boll weevil trapping program. Previous cotton boll weevil trapping experience should be indicated on Attachment A.

B. **CONFLICT OF INTEREST:** By submitting this bid, the Bidder certifies that employment in this cotton trapping program does not constitute a conflict of interest in regard to each of the following:

1. Contractors shall not be a member of the immediate family of any employee of the Virginia Department of Agriculture and Consumer Services.. (Immediate family is defined as husband/wife, father/mother, son/daughter, brother/sister, grandfather/grandmother, or grandson/ granddaughter). Contractors/trappers shall not be members of the VDACS Board of Agriculture, the VBWEF, Inc. Board of Directors, or employees/officers of VDACS.
2. Contractors/trappers and members of their immediate families, as defined above in C.1., must not own, manage or grow cotton within any bid unit that they are awarded. Bid units are described in Attachment D.
3. If the Contractor/trapper's personal circumstances relating to possible conflicts of interest change after the contract is awarded, the Contractor/trapper shall immediately notify VDACS' Purchasing Office. Depending on the degree of conflict, the Contractor/trapper understands that his/her contract may be withdrawn/canceled and reissued to another

Contractor/trapper. VDACS will only be responsible for approving payment to the Contractor/trapper for work completed through the date such notice was made.

- C. **FIELD:** For the purpose of this contract, a field can be a single field or an aggregate of several fields. Several fields may be aggregated to each other or to a single larger base field under one field number provided all field(s) being aggregated are each within 100 feet of each other. The resulting aggregate field shall be treated as a single field. Field aggregates must be identified by the Contractor on supplied maps. Fields being aggregated must be listed on the Cotton Boll Weevil Trapping Report. The Contractor will be notified if aggregates exceed the definition. Rate of trapping for aggregated fields is the same as for single fields (one trap per 60 acres) and is defined in Section II.C. There are no limits on the number of fields that can be aggregated, provided each field in aggregation is no more than 100 feet from adjacent cotton field.
- D. **LIABILITIES OF CONTRACTOR, VDACS AND FOUNDATION, INC.:** VDACS and the Foundation, Inc. will not assume any responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, his employees or subcontractors or for the injury to or death of the Contractor, his agents, or employees or subcontractors. The Contractor shall be responsible for any negligent or wrongful acts or omissions of his employees, agents or subcontractors of this contract.
- E. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- F. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDACS and the Foundation, Inc. In addition, no more than 50% of the work to be completed will be allowed to be subcontracted. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall first furnish to VDACS and the Foundation, Inc. the names, qualifications and experiences of their proposed subcontractors. This information must be furnished to VDACS and the Foundation, Inc. no later than thirty (30) days prior to trapping initiation. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.
- G. **ADDITIONAL INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, he/she shall have the insurance coverages specified in Section IV, T. within ten (10) days of notification of award.

The Contractor shall provide VDACS' Purchasing Office a Commonwealth of Virginia Certificate of Insurance for his firm, and if subcontractors are used, for specified subcontractors prior to the start of any work under the contract. The Commonwealth of Virginia/VDACS shall be named as co-insured on all insurance policies listed.

The Commonwealth and the Foundation, Inc. reserve the right to require higher limits on any contract, provided notice of such requirements is stated in the solicitation.

A thirty-day (30) written notice of cancellation or non-renewal of the insurance policy shall be furnished by certified mail to the Purchasing Office at the address indicated on the solicitation.

- H. LIQUIDATED DAMAGES:** The Contractor's failure to perform the services required in strict compliance with the Foundation, Inc.'s guidelines and standards may result in damages. Contractor's compliance with the Foundation, Inc.'s guidelines and standards will be determined at the end of each trapping cycle by VDACS or the Foundation, Inc., using the CBW Trapping Quality Control Worksheet (See Attachment F). Liquidated damages will be assessed during that cycle based on deficiencies documented in the Quality Control Worksheet (QCW). The VDACS Regional Supervisor has the discretion to reduce or eliminate liquidated damages documented on the QCW if extenuating circumstances exist beyond the control of the Contractor that make it impossible for the Contractor to meet the Foundation, Inc.'s guidelines and standards.

VDACS will check and evaluate at least ten (10) fields per cycle that are representative of the bid unit. Quality control worksheets will be given to the Contractor following these field checks. The Contractor must correct any problems documented on the worksheets within five working days of receipt. This deadline can be extended, at the discretion of the VDACS Regional Supervisor, if unusual circumstances exist making it impossible for the Contractor to make all corrections within 5 working days. Worksheets, signed by the Contractor, must be returned to the VDACS Regional Supervisor once the corrections are completed. To avoid further liquidated damages on other similar deficiencies within the bid unit, these deficiencies must be corrected within twenty-one (21) days of the Contractor receiving the worksheet.

All items on the worksheet are considered important; however, those marked with a plus sign (+) are considered critical. Liquidated damages for critical items will be assessed at the time that the infraction is observed by the quality control inspector. No warnings will be issued for critical items. Critical items must be corrected within five days or additional liquidated damages will be assessed. Liquidated damages will not be assessed on non-critical items if they are corrected within five days.

Occurrence: Definition: For the purposes of this contract, an occurrence is defined as any infraction that is observed during routine representative checks and evaluations of at least ten (10) fields in the bid unit and is documented on the Quality Control Worksheet (QCW). Additionally, any infraction brought to the attention of the quality control inspector by growers, VDACS personnel, or the general public will be considered an occurrence if the quality control inspector investigates the incidence and documents an infraction on a QCW. Any additional infractions that are the same as those documented on the QCW and are found in cotton fields in the vicinity of evaluated fields will not be considered as additional occurrences during that cycle.

The sum total of all liquidated damages for a particular cycle will not exceed 50% of the contract payment for that cycle, provided the Contractor has made a good faith effort to fulfill the obligations of the contract. Under no circumstances will the summed total of liquidated damages for a particular cycle exceed the total amount of that cycle's payment.

1. CBW TRAPPING QUALITY CONTROL WORKSHEET LIQUIDATED DAMAGES:

TRAP PLACEMENT:

Number of Traps: All fields must have a minimum of one (1) trap per field. The minimum trapping rate is one (1) trap per sixty (60) acres. Some oddly configured fields may require placement of additional traps. This category includes improper aggregation of fields resulting in too few traps in a field. The liquidated damages for failure to place a sufficient number of traps as required in the contract and Guidelines in each field will be \$300 per occurrence.

Trap Site Selection, Distribution and Location: Traps shall not be placed side by side across paths or roads. Traps must be placed near the cotton field edge; no farther than 10 feet from the cotton unless approval is received from the VDACS representative. Traps must be placed where they are visible to boll weevils. Traps must not be placed on the side of telephone poles or trees where they face away from the cotton field to be trapped. Failure to place traps as required in the contract and Guidelines will result in liquidated damages of \$300 per occurrence.

TRAP SERVICING:

Traps Functional (+): Traps must be properly assembled and mounted on a stake with a current bait and pesticide strip as required in the contract and Guidelines. Every trap must have a current or fresh lure in it at all times. A new lure shall be placed in the trap each cycle. The new lure must be marked with the current cycle number. Beginning with the first trap check in Cycle 2, every trap must have the lure from the previous cycle and the current cycle in it. Failure to maintain functional traps will result in liquidated damages of \$300 per occurrence.

Serviced on Schedule (+): Traps must be serviced every three (3) weeks except during Cycle 2. Cycle 2 servicing of traps must occur 20 to 42 days following the initial placement of the traps in Cycle 1. Cycle 2 servicing cannot begin before August 27, 2007 and must be completed by midnight on September 16, 2007. Beginning with Cycle 3, servicing must occur 20 to 22 days from the previous servicing date. New lure must be installed at each cycle visit to the trap. The trap must be checked for weevils. Failure to service the traps as required in the contract and Guidelines will result in liquidated damages of \$300 per occurrence.

Traps Dated (+): Traps must have the date the trap was set and serviced written on the outside of the trap. A permanent marker must be used to mark the set/check date on the trap. Dates that wash off of the trap will be considered not dated. Failure to properly mark traps with the set/check date, pre-dating traps before they are checked, or backdating traps will result in liquidated damages of \$300 per occurrence.

Field/Unit Identification: Each trap must be marked with the contract unit number, field number and trap number. Failure to mark traps with this information will result in liquidated damages of \$300 per occurrence.

Lure Removed From Field: All lure that is six (6) weeks old must be removed from the field when the traps are serviced. Old lure must not be dropped on the ground at the trap site. Failure to remove old lure from the field will result in liquidated damages of \$300 per occurrence.

Trap Areas Clear: Continued quality control violations on this item would indicate poor site selection and therefore the trap should be moved to prevent being penalized under the trap site selection category. If you need assistance in getting the grower to mow the edge of the field, contact your VDACS representative.

Traps Standing: Traps must be standing to be functional. If traps are down due to weather conditions, they must be reset as soon as possible. If traps are down due to improper staking, the Contractor will be subject to liquidated damages of \$300 per occurrence.

MAP AND TRAPPING RECORD QUALITY:

VDACS will refuse to accept maps and trapping records that are not properly prepared. Maps must show correct field locations, correct field numbers, correct trap locations, correct trap numbers, and correct cotton acreage must be shown in each field. Payment for Cycle 1 will be withheld until properly prepared maps and/or trapping records are submitted to the Regional Supervisor. Payment for subsequent cycles will be withheld until properly prepared trapping records are submitted to the Regional Supervisor for each cycle.

2. ADDITIONAL LIQUIDATED DAMAGES:

Failure To Find Marked Weevil: A female boll weevil lays an average of 160 eggs during her adult life. By the end of the second generation, which lasts approximately 18 days, the progeny of the original female weevil could number as many as 10,240. Because of the weevil's ability to increase its population so rapidly, it is essential that the traps are checked in a proper and timely manner so that new infestations are discovered as quickly as possible. To ensure that the traps are properly checked, beginning with Cycle 2, quality control personnel will set marked weevils in traps in each Contractor's Bid Unit at the rate of one (1) marked weevil per 10,000 acres or less. This procedure will continue through Cycle 4. A \$25.00 reward will be paid for each MARKED weevil found.

Any weevils found must be reported to your VDACS representative on the same day it is collected, or immediately the next working day, along with information concerning field and trap identification. In the event that marked boll weevils are not reported, the following procedures will apply:

- a. Program personnel will return to the trap site to determine whether or not the trap had been serviced.
- b. If there is evidence that the field had been checked and the marked boll weevil is found in the trap, liquidated damages of \$300 will automatically be assessed for each weevil the Contractor does not find.
- c. If there is no evidence the field was checked and the marked boll weevil is found in the trap, the reason the field was not monitored will be investigated. An unsatisfactory explanation will result in liquidated damages of \$300.
- d. If there is evidence that the field had been checked and the marked boll weevil is not in the trap, the Contractor will be notified. In this situation, the trap may have been knocked down or tampered with. After receiving a warning, a repeated occurrence of this situation indicates failure of the trapper to identify boll weevils in

the process of checking traps. Corrective action is necessary and liquidated damages of \$300 will be imposed.

Failure To Remove Traps From Fields: The payment for Cycle 5 will be withheld until all traps have been removed from the fields. Quality control personnel will determine when all traps have been removed based on random field inspections. When they certify that all traps have been properly removed by each Contractor, the final payment will be released to the Contractor. If traps are discovered in cotton fields after the Contractor has received final payment, liquidated damages of \$10.00 per trap left in the field will be imposed on the Contractor who must submit payment of the liquidated damages to the Foundation, Inc.

Failure To Correct A Critical Trapping Deficiency: Failure to correct a critical trapping deficiency listed on the Quality Control Worksheet within five (5) days will result in additional liquidated damages of \$300 per occurrence. All other trapping locations with similar or like critical deficiencies must be corrected by the Contractor within twenty-one (21) days to avoid receiving additional liquidated damages of \$300 per occurrence. The rewards/liquidated damages will be added/deducted from the payment invoice for each cycle.

- I. VEHICLE IDENTIFICATION EQUIPMENT CHARGES:** Contractors must return all Virginia Cotton Boll Weevil Eradication signs and flashing amber lights at the end of Cycle 5. If all signs and lights are not returned in good condition, the Contractor must reimburse the Foundation, Inc. for the value of these items. Any charges related to the failure of the Contractor to return this equipment will result in these charges being subtracted from the Cycle 5 payment.
1. Failure to return the Virginia Cotton Boll Weevil Eradication signs will incur a charge of \$37.50 per sign from the Contractor's Cycle 5 check.
 2. Failure to return the flashing amber lights will incur a charge of \$25.00 per light from the Contractor's Cycle 5 paycheck.
- J. NOTIFICATION OF NON-COMPLIANCE WITH TERMS OF THE CONTRACT:** Any incident in which a Contractor is not in compliance with terms of this contract will be documented by VDACS or the Foundation, Inc. A copy of this report will be given to the Contractor. All approved reports will be subject to the appropriate provisions, and liquidated damages assessed will be deducted from payments due the Contractor. If the Contractor has been paid for services not performed in accordance with this contract, the Contractor will be charged and must refund any payments paid for services improperly performed.
- K. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- L. AWARD:** VDACS and the Foundation, Inc. will make the award(s) on a fixed unit price basis to the lowest responsive and responsible Bidder(s) for each individual bid unit (See Attachment D). Due consideration will be given to price, previous experience and the ability of the Bidder to render required services. VDACS and the Foundation, Inc. reserve the right to conduct any tests

or inspections they may deem advisable and to make all evaluations. VDACS and the Foundation, Inc. reserve the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- M. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- N. INDEMNIFICATION:** The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia and the Foundation, Inc., their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor and any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- O. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- P. IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed, and identified as follows:

From: _____	<u>May 30, 2007</u>	<u>2:00PM</u>
(Name of Bidder)	(Due Date)	(Time)
_____	<u>301-07-010</u>	
Street or Box Number	(IFB Number)	
_____	<u>Cotton Boll Weevil Monitoring Program</u>	
City, State, Zip Code	(IFB Title)	

Name of Contract Officer Wendell E. Powell, VCO, Senior Procurement Officer

The envelope should be addressed as directed on Page 1. If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

Any bid received unsealed or not properly identified and inadvertently opened in the mailroom, will immediately be returned. It will be the Bidder's responsibility to resubmit the bid in the remaining time.

- Q. NEGOTIATIONS WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the lowest bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

- VI. METHOD OF PAYMENT:** The Contractors will be paid on the basis of invoices submitted. Invoices shall be submitted to the Regional Supervisor upon completion of each trapping cycle and acceptance of the trapping or monitoring of each individual unit. The invoices must show the unit trapped, number of acres, unit price per acre and total cost. Invoices should be submitted within three days of the completion of the trapping cycle.

Invoices must be submitted to:

**Gina Goodwyn
Regional Supervisor
Office of Plant & Pest Services
1100 Armory Drive
Franklin, VA 23851**

- VII. PRICING SCHEDULE:** The pricing schedule consists of eleven individual units. Qualified bidders may bid on one or all units by indicating the price per acre per cycle or the words (No Bid) on the unit not bid. **First year Bidders shall bid on only one of the individual bid units see Section V, A.** See Attachment D for Bid Unit descriptions and estimated acreage.

BID UNIT VIR001: \$_____per acre per cycle

BID UNIT VIR002: \$_____per acre per cycle

BID UNIT VIR003: \$_____per acre per cycle

BID UNIT VIR004: \$_____per acre per cycle

BID UNIT VIR005: \$_____per acre per cycle

BID UNIT VIR006: \$_____per acre per cycle

BID UNIT VIR007: \$_____per acre per cycle

BID UNIT VIR008: \$_____per acre per cycle

BID UNIT VIR009: \$_____per acre per cycle

BID UNIT VIR010: \$_____per acre per cycle

BID UNIT VIR011: \$_____per acre per cycle

RETURN OF THIS PAGE IS REQUIRED
ATTACHMENT A

CONTRACTOR DATA SHEET

To Be Completed By Bidder and returned with bid. Attach additional sheets if necessary.

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
_____ years _____ months
3. **MINORITY BUSINESS:** Please indicate if your firm is one of the following:

Minority owned: ____yes ____no
Women owned: ____yes ____no
Small business: ____yes ____no

This information is requested for informational purposes only.

4. **REFERENCES:** Indicate in the space provided below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

CLIENT/ADDRESS

SERVICE DATES

**PERSON TO CONTACT
AND PHONE NUMBER**

1.

2.

3.

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

2007 TRAP CYCLE COMPLETION DATES¹

	2007 Trapping Schedule	Action
	Beginning July 23, 2007	Contact FSA Offices
Cycle 1	July 23 – August 26, 2007	Traps Placed in Fields
Cycle 2	August 27 – September 16, 2007	Traps Monitored
Cycle 3	September 17 – October 7, 2007	Traps Monitored Change Kill Strip
Cycle 4	October 8 – 28, 2007	Traps Monitored
Cycle 5	October 29 – November 18, 2007	Traps Monitored and Removed from Fields

¹ This schedule assumes that information from FSA will be available to complete mapping of fields in a timely manner. If this information is not available, an adjustment will be made in the trap cycles. The last trap cycle may lengthen or shorten due to seasonal conditions.

ATTACHMENT C

MAPPING PROCEDURES

All blank maps (county highway, orthophotoquad or topographic maps) must be supplied by the Contractor. The Contractor shall obtain cotton field information and location from the appropriate FSA Office.

- a. The Contractor shall obtain a copy of the Cotton Acreage Report for each cotton producer in that county from the FSA Office. From this form, the Contractor must find tract, field and farm numbers for each field. This form will also indicate the appropriate FSA aerial photograph number for locating individual cotton fields.
- b. As each cotton field is located on an aerial photograph, the field must be outlined with a red pen or pencil on a topographic map or orthophotoquad (whichever is available to the Foundation, Inc.). The Contractor must show the field or aggregate field location, relative size, and shape outline. The Contractor may wish to place the farm number and operator's name within the field outline on their work copies as a reference.
- c. Once fields are located on topographic maps or orthophotoquads, county highway maps must be plotted to show the quad locations occurring within that Contractor's trapping area.
- d. Once all fields are located on all the maps, begin numbering fields with odd numbers beginning with 1, 3, 5, etc. Start numbering from northernmost fields, either in NW or NE quadrant, and go in a clockwise direction through each quadrant. Circle each field or aggregate with a fine black pen and place field number within the circle. Additional cotton fields located after initial mapping has been completed must be located on maps and assigned an even number following the nearest odd numbered field. Trap location shall be noted on all fields plotted on topographic maps or orthophotoquads. This must be done during initial trap installation.

**Due Dates: County highway maps, topographic maps or
orthophotoquads: August 27, 2007.**

- e. Contractors must keep sufficient finished copies to meet their needs, and must furnish the Foundation, Inc. with a completed original set of county highway maps and topographic and/or orthophotoquads on the due date noted above. All submitted maps must have the year, the contract number, and the bid unit number written on the bottom right hand corner of the map.
- f. The Contractor must complete all mapping procedures stipulated in the contract and Guidelines to the satisfaction of the VDACS Regional Supervisor. If maps are unsatisfactory, they must be corrected before Cycle 1 payment will be made.

ATTACHMENT D

2007 BID UNIT DESCRIPTION AND ESTIMATED ACREAGE INDIVIDUAL BID UNITS

<u>BID UNIT DESCRIPTION</u>	<u>* ESTIMATED ACREAGE</u>
<u>Bid Unit VIR001</u> Accomack and Northampton Counties	900
<u>Bid Unit VIR002</u> Charles City, New Kent, King William, Essex and King & Queen Counties	1,380
<u>Bid Unit VIR003</u> Dinwiddie, Amelia and Prince George Counties	1,470
<u>Bid Unit VIR004</u> Surry and Sussex Counties	6,635
<u>Bid Unit VIR005</u> Greensville and Brunswick Counties	5,880
<u>Bid Unit VIR006</u> Isle of Wight County	11,200
<u>Bid Unit VIR007</u> Cities of Suffolk and Chesapeake	10,445
<u>Bid Unit VIR008</u> Southampton County - Area 1 North of Rt. 58, West of Rts. 35 & 616, North of Rt. 621 (See Map, Attachment E)	5,265
<u>Bid Unit VIR009</u> Southampton County - Area 2 South of Rt. 58, West of Rt. 35 (See Map, Attachment E)	6,460
<u>Bid Unit VIR010</u> Southampton County - Area 3 South of Rt. 58, East of Rt. 35 (See Map, Attachment E)	7,265
<u>Bid Unit VIR011</u> Southampton County - Area 4 North of Rt. 58, East of Rts. 35 & 616, South of Rt. 621 (See Map, Attachment E)	3,410

The Southeastern Boll Weevil Eradication Foundation, Inc. and the Virginia Department of Agriculture and Consumer Services will make the award based on the PER ACRE PER CYCLE price to the lowest responsive and responsible Bidder.

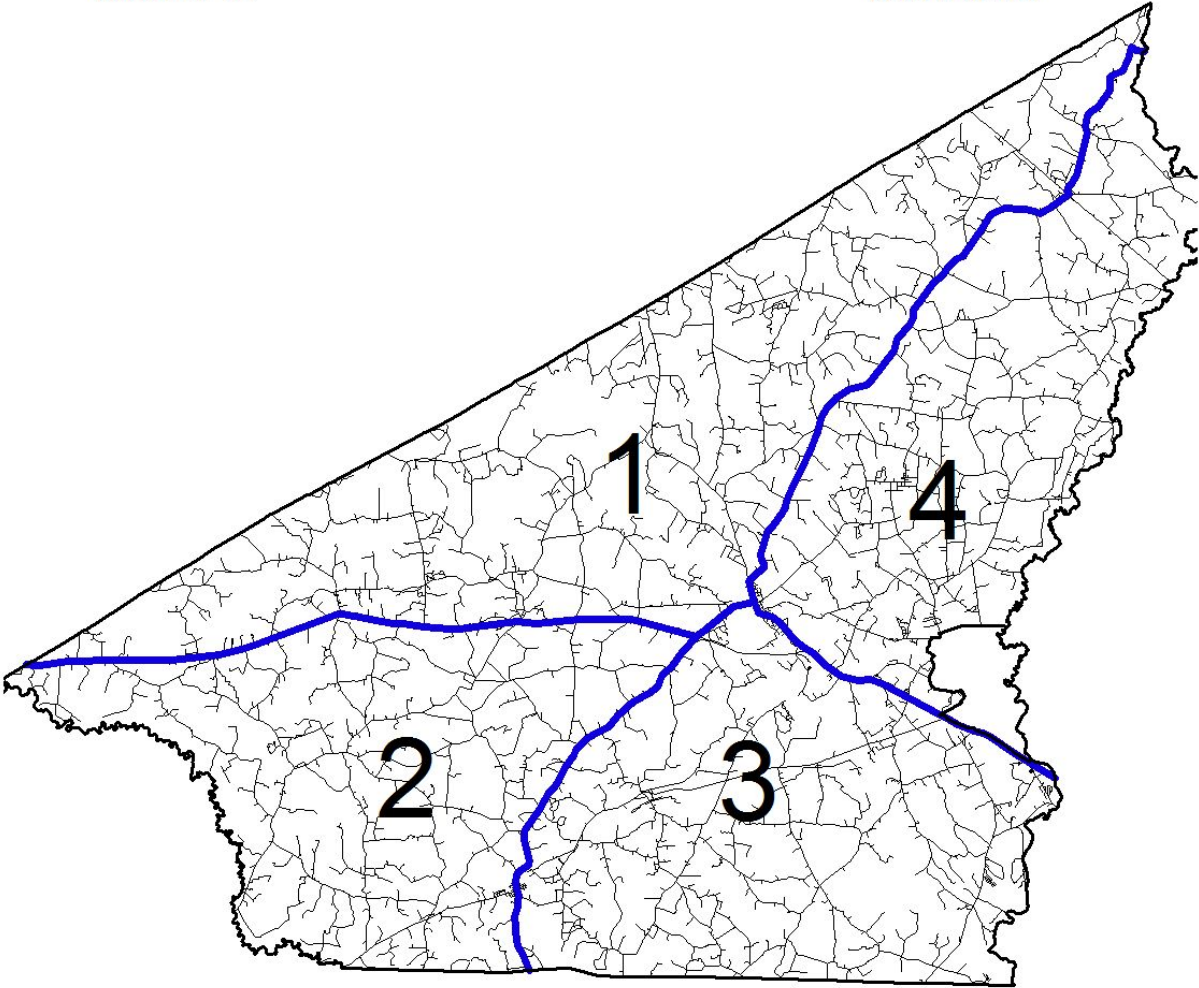
***NOTE:** Estimated acreage is based on the most recent information at this time. Acreage may significantly change, either increase or decrease by the July 23rd starting date. If additional acreage is planted in counties/cities adjacent to a Bid Unit, such as Lunenburg, Richmond, Gloucester, Westmoreland, etc. this acreage will be added to the appropriate adjacent Bid Unit.

ATTACHMENT E

SOUTHAMPTON COUNTY TRAPPING AREAS

AREA 1
North of Rt. 58
West of Rts. 35 & 616
North of Rt. 621

AREA 4
North of Rt. 58
East of Rts. 35 & 616
South of Rt. 621



AREA 2
South of Rt. 58
West of Rt. 35

AREA 3
South of Rt. 58
East of Rt. 35

ATTACHMENT F

CBW TRAPPING QUALITY CONTROL WORKSHEET

UNIT # _____

DATE CHECKED _____

FIELD # _____

FIELD BORDER CLEAN? YES___ NO__

CATEGORY	(A)	(U)	(I)	COMMENTS
Trap Placement: Number of Traps				
Trap Site Selection				
Trap Distribution				
Traps in Stable Location				
Trap Servicing:				
+Traps Functional				
+Serviced on Schedule				
+Traps dated				
Field/Unit Identification				
Lure Removed From Field				
Trap Areas Clear				
Traps Standing				
Map Quality: Field Location				
Field Configuration				
Trap Location				

(A) ACCEPTABLE (U) UNACCEPTABLE (I) IMPROVEMENT NEEDED

LAST DATE CHECKED _____

FAILURE TO COMPLY MAY RESULT IN LIQUIDATED DAMAGES AS EXPLAINED IN YOUR CONTRACT.

SIGNATURE_____

ATTACHMENT G

DIRECTIONS TO:

Regional Workforce Development Center
Paul D. Camp Community College
Franklin Campus
100 North College Drive
Franklin, VA 23851
757-569-6700

HAMPTON/CHESAPEAKE:

Take I-664 to US 58 West exit (Suffolk)
Follow 58 West Bypass through Suffolk to Franklin

PORTSMOUTH:

Take I-264 to US 58 West (Suffolk)
Follow 58 West Bypass through Suffolk to Franklin

VIRGINIA BEACH:

Take 44 W to I-264 to US 58 West (Suffolk)
Follow 58 West Bypass through Suffolk to Franklin

RICHMOND:

- Take I-95 South to Hwy. 35 - Exit 41 (Courtland)
- Bear right onto Hwy. 35 (South). If you need gas, etc, stop at the station just after you get on Hwy 35.
- Follow Hwy. 35 into Courtland (approx. 30 miles)
- Continue straight through "downtown" Courtland on Hwy 58 Business. (In Courtland, Hwy. 58 Bus. and Hwy, 35 intersect). Just after the "downtown area" (near 7-11), Hwy. 58 Bus. Turns into 4 lanes; get into left lane.
- At stop sign, turn left onto Hwy 58 Bypass,
- Follow Hwy. 58 Bypass to Franklin. Approximately 5 miles, (You will see signs for PDCCC)

FRANKLIN, VA

- Take Armory Drive exit
- If coming from Suffolk take a right onto Armory Drive at stop sign, If coming from Richmond you would take a left onto Armory Drive.
- You will see McDonalds, Comfort Inn, BP station and Wal-Mart,
- You will go to the fourth stop light and take a left where you will see the College,
- Turn into the second driveway for the Regional Workforce Dev. Center and it is on your immediate left.